

1 CALDWELL LESLIE & PROCTOR, PC
2 ROBYN C. CROWTHER, State Bar No. 193840
3 MICHAEL D. ROTH, State Bar No. 217464
4 ARWEN R. JOHNSON, State Bar No. 247583
5 1000 Wilshire Boulevard, Suite 600
6 Los Angeles, California 90017-2463
7 Telephone: (213) 629-9040
8 Facsimile: (213) 629-9022

9 Attorneys for Plaintiff KENNETH A. JOWDY

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

APR 27 2010

John A. Clarke, Executive Officer/Clerk
By AMBER LAFLEUR-CLAYTON Deputy
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D24 Robert Hess

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

KENNETH A. JOWDY, an individual,
Plaintiff,

v.

BRYAN BERARD, SERGEI GONCHAR,
JERE LEHTINEN, GLEN MURRAY,
MATTIAS NORSTROM, JOŽEF STUMPEL,
JASON WOOLLEY, PHILIP KENNER,
TOMMY CONSTANTINE, and RONALD
RICHARDS, as individuals; THE LAW
OFFICES OF RONALD RICHARDS AND
ASSOCIATES, a California professional
corporation; DOES 1 through 20, inclusive;

Defendants.

Case No.

BC 43 6632

COMPLAINT FOR:

- (1) MALICIOUS PROSECUTION
(2) INTENTIONAL INTERFERENCE
WITH CONTRACT

CITY/CASE: BC436632 LEA/JFB/4
RECEIPT #: CCHS3057014
DATE PAID: 04/27/10 08:48:51 AM
PAYMENT: \$355.00 0310
RECEIVED:
CHECK: 355.00
CASH:
CHANGE:
CARD:

NATURE AND SUMMARY OF THE ACTION

1. This is a malicious prosecution and tortious interference action against several
former and current professional hockey players, their unlicensed financial advisor, Philip Kenner
("Kenner"), their attorney, Ronald Richards ("Richards"), and Tommy Constantine, a convicted
drug dealer formerly known as Tommy Hormorvitis ("Constantine") (collectively, "Defendants").
Together, Defendants implemented a coordinated scheme to knowingly disseminate false
information about Plaintiff Kenneth A. Jowdy ("Jowdy") in the hope of forcing Jowdy from his
controlling interest in lucrative real estate development projects and then acquiring Jowdy's equity
interests in those projects at a fraction of their true value. Whenever possible, Defendants cloaked
their statements in documents filed with various courts, hoping that legal doctrines such as the
"Litigation Privilege" would shield them from liability from their intentionally defamatory
statements. Defendants circulated their false claims to the press and to the business community
where the projects are located in the hope of damaging Jowdy's reputation as the developer of the
projects to scare potential investors away from the projects as long as Jowdy was involved. While
not entirely successful, Defendants did damage Jowdy's reputation, perhaps irreparably, and have
caused him to lose millions of dollars in the value of his equity interests in the projects that may
never be reclaimed.

18 2. Worse, Defendants never had probable cause for any of the claims alleged in their
19 lawsuit, either at the time the lawsuit was filed or as it progressed. Jowdy is informed and
20 believes, and on that basis alleges, that Defendants nevertheless pursued frivolous claims against
21 him in an attempt to force him to transfer some or all of his equity and to relinquish control in the
22 real estate projects to them in exchange for a dismissal of the lawsuit. When the Defendants who
23 were parties to the underlying action were actually ordered by the Court to appear for depositions
24 and testify about their allegations under oath, they refused to appear and elected to dismiss their
25 lawsuit instead. Defendants then falsely told the press and others that they had been forced to
26 appear for their depositions during the Olympics against their will. To the contrary, Defendants
27 themselves selected the dates for the depositions, which dates they proposed months after their
28 depositions were requested and noticed and from a 30-day period when Jowdy offered to take the

1 depositions. Only two of the Defendants whose depositions were scheduled actually played in the
2 Olympics at all, and this claim was fabricated to cover up Defendants' unwillingness to testify
3 under oath about the false claims they asserted against Jowdy.

4 3. As a result of Defendants' false accusations and unlawful interference, Jowdy has
5 suffered significant damages, including but not limited to attorneys' fees, costs of suit, emotional
6 distress, injury to reputation, loss of time, and losses to his businesses. Jowdy therefore brings this
7 action against Defendants to recover for the injuries they caused him by litigating their baseless
8 claims.

PARTIES

10 4. Plaintiff Kenneth A. Jowdy is, and at all times relevant herein was, an individual
11 who resides in Las Vegas, Nevada.

12 5. Defendant Ronald Richards is, and at all times relevant herein was, an individual
13 who resides in Los Angeles, California.

14 6. Jowdy is informed and believes, and on that basis alleges, that Defendant Bryan
15 Berard is, and at all times relevant herein was, an individual who resides in Providence, Rhode
16 Island.

17 7. Jowdy is informed and believes, and on that basis alleges, that Defendant Sergei
18 Gonchar is, and at all times relevant herein was, an individual who resides in Pittsburgh,
19 Pennsylvania.

20 8. Jowdy is informed and believes, and on that basis alleges, that Defendant Jere
21 Lehtinen is, and at all times relevant herein was, an individual who resides in Finland.

22 9. Jowdy is informed and believes, and on that basis alleges, that Defendant Glen
23 Murray is, and at all times relevant herein was, an individual who resides in Manhattan Beach,
24 California.

25 10. Jowdy is informed and believes, and on that basis alleges, that Defendant Mattias
26 Norstrom is, and at all times relevant herein was, an individual who resides in Stockholm,
27 Sweden.

11. Jowdy is informed and believes, and on that basis alleges, that Defendant Jozef Stumpel is, and at all times relevant herein was, an individual who resides in Astana, Kazakhstan.

12. Jowdy is informed and believes, and on that basis alleges, that Defendant Jason Woolley is, and at all times relevant herein was, an individual who resides in Detroit, Michigan.

13. Defendant Philip Kenner is, and at all times relevant herein was, an individual who resides in Arizona.

14. Jowdy is informed and believes, and on that basis alleges, that Defendant Tommy Constantine is, and at all times relevant herein was, an individual who resides in Scottsdale, Arizona.

15. Defendant The Law Offices of Ronald Richards and Associates ("The Law Offices of Ronald Richards") is, and at all times relevant herein was, a California professional corporation with its principal place of business in Beverly Hills, California.

16. Jowdy is currently unaware of the true names or capacities of the persons or entities sued as DOES 1 through 20 (“Doe Defendants”), and therefore sues the Doe Defendants by fictitious names. Jowdy will amend this Complaint to set forth the true names and capacities of the Doe Defendants when they have been ascertained. Jowdy is informed and believes, and on that basis alleges, that each of the Doe Defendants are in some manner legally responsible for the damages alleged below. Jowdy is informed and believes and on that basis alleges that each of the Defendants named herein, including the Doe Defendants, acted jointly, in concert, and with knowledge of the actions of each of the other Defendants; acted as the agent or servant of each and every one of the other Defendants with respect to the actions complained of herein; acted at all times within the course and scope of said agency; and that each is equally liable for the acts alleged below.

JURISDICTION

17. This Court has jurisdiction over this entire action by virtue of the fact that this is a civil action wherein the matter in controversy, exclusive of interest, exceeds \$25,000.

18. Venue is properly laid in this County pursuant to Code of Civil Procedure section 395. Venue is also properly laid in this County because it is the County in which several of

1 Defendants filed the suit against Jowdy that forms the basis of the First Cause of Action for
2 Malicious Prosecution.

3 **GENERAL ALLEGATIONS**

4 **At the Direction of Their “Business Manager,” Philip Kenner, the Hockey Players Invest in**
5 **Entities that Own an Interest in Property in Baja California**

6 19. In 1998, businessman and golf enthusiast Kenneth Jowdy envisioned bringing a
7 world-class golf resort to a property located in Baja California (the “El Rosario property”) and
8 began taking steps to bring that vision to life.

9 20. Between 1998 and 2002, Jowdy negotiated a lease with an option to purchase
10 portions of the El Rosario property. He established a company, Baja Development Corporation
11 (“BDC”), to invest in the El Rosario project, and a Mexican company, LOR Management, LLC, to
12 hold the leasehold interests in the El Rosario property as required by Mexican property laws.
13 Jowdy also developed relationships with master planners, landscape architects, golf course
14 designers and others with the goal of eventually building a golf resort on the El Rosario property.

15 21. In or around July or August 2002, Jowdy was introduced to Philip Kenner, a former
16 minor league hockey player who had established a business as a financial advisor with clients who
17 were largely current and retired players in the National Hockey League. Jowdy described his
18 plans for the El Rosario property as well as other projects to Kenner, and Kenner told Jowdy that
19 he believed he could help raise money for the El Rosario project. Jowdy told Kenner that if he
20 helped raise money for the El Rosario project as well as the others, Jowdy would give Kenner an
21 interest in the property.

22 22. Jowdy and Kenner met one more time on or about Friday, August 2, 2002 to
23 discuss plans for the development of the El Rosario project. At that time, Kenner had not seen any
24 of the projects, including the El Rosario property and had not asked for any information about any
25 project, but understood that the projects were in the earliest phases of development. For his part,
26 Jowdy had neither met nor spoken to any of the hockey players who are parties to this Action that
27 Kenner claimed to represent.

28

1 23. Three days later – or around Monday, August 5, 2002 – Kenner's hockey player
2 clients began wiring various amounts of money to BDC for various projects including El Rosario.
3 Shortly thereafter, Jowdy provided promissory notes to the players showing their contribution, and
4 promptly contacted a corporate securities lawyer for advice. Various additional steps were taken
5 to properly document the hockey players' investments, including preparing an Offering
6 Memorandum and Subscription Agreement for the investments.

7 24. A new entity named Diamante Del Mar, LLC (“DDM”) was created to hold and
8 manage the future investments in El Rosario. Various documents were prepared to provide to
9 early investors in the project. A variety of these documents, including an Offering Memorandum
10 that was provided to Kenner and many of his hockey player clients, specifically laid out the
11 speculative nature of the El Rosario project, the fact that it was Jowdy’s first real estate
12 development project, and that no promises could be made that investments in the project would be
13 returned at all, or that they would be returned within any specific period of time. Subscription
14 Agreements that were prepared contemplated that investors would acknowledge review and
15 receipt of the Offering Memorandum, guarantee that they were qualified for these speculative and
16 unregistered investments, represent that any investment in the El Rosario project was made based
17 solely on the statements in the Offering Memorandum and the Subscription Agreement and not on
18 any other document or oral comment, and agree to personally indemnify DDM and its managing
19 member, Jowdy, if they ever filed an action based on any representations about the El Rosario
20 project other than what appeared in the Offering Memorandum or the Subscription Agreement.

21 25. After these documents were prepared, Kenner continued to solicit investments from
22 his hockey player clients for the El Rosario project, and by March 2005, hockey players Bryan
23 Berard, Sergei Gonchar, Glen Murray, Mattias Norstrom, Jozef Stumpel and Jason Woolley had
24 all wired various amounts to either BDC or DDM for the El Rosario project. Each of these hockey
25 players signed a Subscription Agreement.

Kenner and Jowdy Raise Funds for the El Rosario Project

27 26. From about 2002 to early 2005, Jowdy and Kenner worked to procure funding for
28 the development of the El Rosario project. They hoped to have a Founders Offering that would

1 generate \$50 million – separate and apart from the investments that Kenner’s clients had made – to
2 get the project under way. At Kenner’s suggestion, they paid a company referred by hockey
3 player Jason Woolley to develop a brochure for potential founding members, and created a video
4 for the founding members showing what they hoped the El Rosario project would become. Jowdy
5 also pursued various institutional sources of funding and arranged for DDM to close on the sale of
6 the three primary parcels in the El Rosario property by March 2003.

7 27. Despite these efforts, however, Jowdy and Kenner had difficulty generating interest
8 from new investors, and therefore decided to establish a similar project in Cabo San Lucas (the
9 “Cabo project”) and to use the Cabo project to generate increased interest in the El Rosario
10 project.

11 **At Kenner’s Direction, the Hockey Players Invest in Another Entity that Owns an Interest in
12 Property in Cabo San Lucas, Mexico**

13 28. In or around 2005, Jowdy and Kenner began looking for possible investment sites
14 in Cabo San Lucas, and eventually located a suitable property for the Cabo project (the “Cabo
15 property”). Jowdy negotiated a purchase agreement with the owner and, as required by Mexican
16 property laws, used a Mexican company, Propriedades DDM, to hold the interest in the Cabo
17 property.

18 29. The purchase price of the Cabo property was \$72,825,823. Jowdy and Kenner
19 agreed that Kenner would contribute the money for the due diligence and the down payment on
20 the Cabo property, and that Jowdy would be responsible for securing financing for the remainder
21 of the acquisition cost and the development of the Cabo project. It was later agreed that the Cabo
22 property would be owned by Diamante Cabo San Lucas S. De RL De C.V., a new single purpose
23 entity, which would in turn be 99% owned by an entity called Diamante Cabo San Lucas, LLC
24 (“DCSL”).

25 30. Originally, Jowdy and Kenner were to be the sole members of DCSL. Each of
26 them decided, however, to hold their half-interest in DCSL through another corporate entity.
27 Jowdy formed KAJ Holdings, LLC to hold his interest in DCSL, and Kenner formed Baja

28

1 Ventures 2006, LLC to hold his interest in DCSL. In exchange for his equity in KAJ Holdings,
2 LLC, Jowdy contributed the interest to which he was entitled in the Cabo project.

3 31. Jowdy is the sole and managing member of KAJ Holdings, LLC and Kenner is the
4 sole and managing member of Baja Ventures 2006, LLC.

5 32. Although Kenner agreed to provide the down payment on the Cabo property in
6 return for his interest in DCSL, it became apparent that Kenner did not have the money to do so.
7 Jowdy is informed and believes, and on that basis alleges, that Kenner initially “borrowed” \$2.5
8 million from two hockey player clients – Jere Lehtinen and Jozef Stumpel – to purchase his equity
9 interest.

10 33. Jowdy is informed and believes, and on that basis alleges, that when the
11 "borrowed" and other funds proved insufficient, Kenner began soliciting his hockey player clients
12 for the additional funds for the down payment.

13 34. Kenner decided to give the hockey players who contributed to the down payment a
14 portion of Kenner's own equity in the project. Kenner made these hockey player clients, including
15 Bryan Berard, Sergei Gonchar and Mattias Norstrom, members of a new entity, CSL Properties
16 2006, LLC, and arranged it so 8% of the equity Kenner held in DCSL through Baja Ventures
17 2006, LLC would be held by CSL Properties 2006, LLC.

18 35. Kenner is the sole managing member of CSL Properties 2006, LLC. Jowdy is not a
19 member of that entity. Jowdy never solicited any investments from Kenner's hockey player
20 clients with respect to the Cabo project, was not aware of any investment discussions, and never
21 communicated with them about the Cabo project before they agreed to give Kenner money for that
22 project.

Kenner and His Affiliate, Tommy Constantine, Create Problems for the Projects in an Attempt to Take Over

25 36. By 2006, Jowdy was able to secure a \$125,000,000 loan from Lehman Brothers
26 Holdings Inc. (“Lehman Bros.”) to purchase the Cabo property and to develop the project. It was
27 agreed that the first step of the project would be to build the golf course, which would serve as an
28 attraction for potential home purchasers and/or a hotel developer for additional sites on the

1 property. Kenner and Jowdy were both paid salaries from DCSL for their work in developing the
2 Cabo project.

3 37. Since the Cabo property was purchased in 2006, Jowdy has been working
4 continuously to arrange for the development of a world class golf resort on the property. The golf
5 course on the Cabo property was opened in or around October 2009 to rave reviews (including
6 being featured on the cover of *Links* magazine), and DCSL is actively attempting to sell home
7 sites and other properties within the Cabo project.

8 38. However, by or around 2007, disagreements had arisen between Jowdy and Kenner
9 concerning the development of the Cabo project. Ultimately, an affiliate of Kenner's – Tommy
10 Constantine – attempted to insert himself into Jowdy and Kenner's relationship and negotiate a
11 deal between Jowdy and Kenner whereby Jowdy would give up some of his equity in the Cabo
12 project if a new joint partner could be found. Constantine also proposed that he himself should
13 become a co-managing member of DCSL with Jowdy, and Jowdy is informed and believes, and
14 on that basis alleges, that Constantine intended to acquire some or all of Jowdy's equity in the
15 Cabo project for himself in exchange for no payment whatsoever.

16 39. Constantine told Jowdy that unless he acquiesced to these demands, Kenner would
17 sue Jowdy and claim that he had stolen funds relating to the projects, publish embarrassing
18 information about Jowdy's friends and potential investors, and contact Lehman Bros. to claim that
19 Jowdy had mismanaged the Cabo project. When it became clear that the disagreements between
20 Jowdy and Kenner could not be resolved, Jowdy terminated Kenner's employment with DCSL in
21 or around May of 2008.

22 40. Jowdy later learned that all along Constantine had been spreading negative
23 information about Jowdy, namely that Constantine had contacted Lehman Bros. and made false
24 and extremely disparaging comments about Jowdy's performance and conduct as the manager of
25 the Cabo project, including that Jowdy had wasted the funds Lehman Bros. had disbursed to the
26 Cabo project and that Jowdy was incapable of completing the project.

27 41. Shortly thereafter Lehman Bros. went bankrupt in September 2008, thus
28 eliminating the funding of the loan to DCSL. In February 2009, a creditor of Lehman Bros. – a

1 European bank – acquired the note held on the Cabo property by Lehman Bros., and Jowdy was
2 able to restructure the note to provide the additional funding for the project.

3 **Kenner Hires Attorney Ronald Richards and Convinces the Hockey Players to File a**
4 **Baseless Lawsuit Against Jowdy**

5 42. At or around the same time, several of Kenner's hockey player clients began filing
6 lawsuits and other proceedings against Kenner in connection with his management of their funds.
7 For example, Owen Nolan commenced an arbitration against Kenner in Arizona (the "Nolan
8 arbitration") which ultimately led to a multi-million dollar award in Nolan's favor, and Joe Juneau
9 and Ethan Moreau later filed actions in federal court in California. Each of these lawsuits alleged,
10 among other things, that Kenner had induced his clients – based upon his fraudulent
11 misrepresentations – to invest in projects, including the El Rosario and Cabo projects, that were
12 not viable.

13 43. Kenner, for his part, attempted to bring a lawsuit on behalf of certain of his entities
14 against Jowdy in Arizona. That lawsuit, however, was eventually dismissed with prejudice after
15 questions about the veracity of documents Kenner had submitted to the Court were raised (a loan
16 agreement purportedly signed by Jowdy), and the lawyers representing Kenner's entities withdrew
17 from the lawsuit.

18 44. In or around 2008, Kenner hired attorney Ronald Richards of The Law of Offices
19 of Ronald Richards to defend him in the lawsuits brought by his former clients, including the
20 Nolan arbitration. Richards had previously represented Constantine in cases filed by other hockey
21 players against Kenner and Constantine. Kenner's defenses in the Nolan arbitration (among
22 others) included that all risks of the El Rosario and Cabo projects had been adequately disclosed to
23 his clients, that his clients understood the speculative nature of the investments, and that the
24 projects were viable even if not currently liquid. These defenses were supported by testimony that
25 was elicited by Richards from, among others, Jason Woolley and Brian Berard.

26 45. Jowdy also testified at the Nolan arbitration as a third-party witness, which took
27 place in May 2009. In response to questions by Richards, Jowdy explained the viability of the El
28 Rosario and Cabo projects, their substantial (but challenging to quantify) value, and his own best

1 efforts to develop the properties and generate returns on the investment that he and others had
2 made in the projects.

3 46. Jowdy is informed and believes, and on that basis alleges, that as the lawsuits
4 against Kenner progressed, Kenner became increasingly concerned that his other hockey player
5 clients would also begin to pursue claims against him based on his management of their funds;
6 that Kenner was aware the Cabo project had received additional funding; that in or around 2009,
7 Kenner approached certain of his former hockey player clients, including Berard, Gonchar,
8 Lehtinen, Murray, Norstrom, Stumpel and Woolley and encouraged them to seek recompense
9 elsewhere – namely, from Jowdy – and try to force Jowdy to give them increased equity in the El
10 Rosario and Cabo projects.

11 47. Accordingly, on or about June 18, 2009, Richards – while still employed as
12 Kenner's attorney in actions brought by some of Kenner's hockey player clients – filed two
13 virtually identical lawsuits on behalf of certain hockey players, stating claims against Jowdy based
14 on false assertions regarding Jowdy's management of the El Rosario and Cabo properties: (1) *de*
15 *Vries, et al. v. Jowdy*, Los Angeles Superior Court Case No. BC 416081 (relating to the El Rosario
16 property) and (2) *Nash, et al. v. Jowdy*, Los Angeles Superior Court Case No. BC 416082 (relating
17 to the Cabo property).

18 48. The plaintiffs named in the *de Vries* action were Greg de Vries, Jason Woolley,
19 Chris Simon, Mattias Norstrom, Vladimir Tsyplakov, Jay McKee, Raymond Murray, Glen
20 Murray, Bryan Berard, Darryl Sydor, Dimitri Khristich, Sergei Gonchar, Michael Peca, and Jozef
21 Stumpel – hockey players clients of Kenner's who had allegedly invested funds in the El Rosario
22 project at his direction. The plaintiffs named in the *Nash* were Tyson Nash, Greg de Vries, Turner
23 Stevenson, Mattias Norstrom, Vladimir Tsyplakov, Bryan Berard, Steve Rucchin, Brian
24 Campbell, Darryl Sydor, Dimitri Khristich, Sergei Gonchar, Michael Peca, Jere Lehtinen and
25 Jozef Stumpel – hockey players clients of Kenner's who had allegedly invested funds in the Cabo
26 project at his direction (together, the *de Vries* and *Nash* plaintiffs are referred to as the "Hockey
27 Players").

28

1 49. Both the *de Vries* and *Nash* complaints alleged the following causes of action
2 against Jowdy in his personal capacity: (1) breach of fiduciary duty, (2) fraud, (3) constructive
3 trust and appointment of receiver, (4) unjust enrichment and (5) accounting. Both complaints
4 further alleged that the Hockey Players had invested in limited liability companies, that those
5 LLCS invested in other limited liability companies, and that those LLCs were shareholders of
6 Mexican corporations that own property in Mexico.

7 50. Both complaints failed, however, to reveal critical information that *completely*
8 *negated* the Hockey Players' causes of action:

- 9 a. That it was Kenner, not Jowdy, who had solicited the Hockey Players'
10 investments in the projects;
- 11 b. That Jowdy had never made any representations to the Hockey Players
12 about the projects before they had wired the investments;
- 13 c. That the Hockey Players who had invested in the El Rosario property had
14 all signed Subscription Agreements in which they acknowledged that any investment in the El
15 Rosario project was made based solely on the statements in the Offering Memorandum and the
16 Subscription Agreement and not on any other document or oral comment;
- 17 d. That the Hockey Players who had invested in the Cabo property were all
18 members of CSL Properties 2006, LLC, an entity of which Kenner was the managing member and
19 which Jowdy had no affiliation with;
- 20 e. That certain of the Hockey Players – for example, Lehtinen and Stumpel –
21 had not even invested in the Cabo property; and
- 22 f. That Jowdy had never promised the Hockey Players any return on their
23 investments.

24 51. Both complaints also made numerous additional false and salacious allegations –
25 some of which were later withdrawn – that, among other things, Jowdy arranged for porn stars,
26 strippers, escorts and party girls to attend functions at the projects' expense, that an arrest warrant
27 had been issued for Jowdy in Mexico, that labor disputes in Mexico had led to liens of \$2.5
28 million against the properties, and that Jowdy had falsified financial statements.

1 52. Jowdy is informed and believes, and on that basis alleges, the following: that at or
2 around the time the *de Vries* and *Nash* complaints were filed, Ronald Richards and several of the
3 Hockey Players – including Berard, Gonchar, Lehtinen, Glen Murray, Norstrom, Stumpel and
4 Woolley – knew that the allegations contained in the complaints were false and that the claims
5 asserted against Jowdy were baseless; that at the time the *de Vries* and *Nash* complaints were filed,
6 many of the Hockey Players had not even seen copies of the complaints and did not know that
7 Richards was filing these lawsuits on their behalf and at Kenner’s direction; and that at the time
8 the *de Vries* and *Nash* complaints were filed, and as they continued to be litigated, the Hockey
9 Players received their information about the lawsuits (if any) primarily through Kenner.

10 53. Nevertheless, immediately after the *de Vries* and *Nash* actions were filed, Richards
11 issued press releases and went on television to announce the filing of the lawsuits and to claim that
12 Jowdy had “squandered” \$25 million of the Hockey Players’ money. Then, on July 2, 2009,
13 Richards filed another baseless lawsuit against Jowdy – this time on behalf of Kenner – in Los
14 Angeles Superior Court, alleging that settlement emails sent by Jowdy’s attorney constituted
15 extortion. *Kenner v. Jowdy et al.*, Los Angeles Superior Court No. BC 417057. Richards also
16 propounded discovery on Jowdy in the *de Vries* and *Nash* actions that had no bearing on the issues
17 – for example, requesting that Jowdy turn over his dependents’ laundry receipts – and was
18 demanded solely for the improper purpose of harassing Jowdy.

19 54. Jowdy is informed and believes, and on that basis alleges, that Richards committed
20 each of the above-described acts at Kenner's direction.

21 55. Jowdy is also informed and believes, and on that basis alleges, that in or around this
22 same period, Constantine furthered his and Kenner's scheme of spreading negative information
23 about Jowdy by contacting the European bank that had acquired the note on the Cabo property to
24 make additional disparaging remarks about Jowdy.

The Court Sustains Jowdy's Demurrer to the First Amended Complaint and Orders the Hockey Players to Bring Their Lawsuit Derivatively

27 56. Because the Hockey Players invested in business entities – not with Jowdy
28 personally – Jowdy filed demurrers to both the *de Vries* and *Nash* complaints on July 20, 2009 on

1 the grounds that they were derivative actions that the Hockey Players lacked standing to bring.
2 Jowdy's demurrs also pointed out the numerous other fatal defects in the *de Vries* and *Nash*
3 complaints – including that the Hockey Players had completely failed to identify a single
4 representation that Jowdy had made to them about their investments in the El Rosario and Cabo
5 projects. Jowdy also filed a special motion to strike in the *Kenner* action on the grounds that
6 Kenner's entire lawsuit was barred by California's anti-SLAPP statute, Cal. Civ. Proc. Code §
7 425.16.

8 57. While the demurrs to the original *de Vries* and *Nash* actions were pending, the
9 Court consolidated the two cases and ordered the Hockey Players to file a single, amended
10 pleading that consolidated the allegations of those two complaints. The Court also deemed the *de*
11 *Vries*, *Nash* and *Kenner* actions related and set the hearing date for demurrer and the anti-SLAPP
12 motion for November 23, 2009.

13 58. On October 16, 2009 – nearly two weeks after the deadline established by the Court
14 – the Hockey Players filed a First Amended Complaint (“FAC”) against Jowdy, combining their
15 allegations about the El Rosario and Cabo projects and asserting nearly all of the same claims.
16 However, in a blatant attempt to plead around the derivative nature of the action, the Hockey
17 Players alleged a **second** set of false facts in their FAC: that they had invested with Jowdy
18 “individually” and “personally.” At other points, the Hockey Players also falsely alleged that
19 Jowdy owed them “fiduciary duties resulting from his responsibilities as managing officer” in
20 LLCs in which they invested – even though Richards, Kenner and the Hockey Players all knew
21 that Jowdy was *not* the managing member of those entities.

22 59. Thus, the FAC pled two contradictory and false factual scenarios: (1) that the
23 Hockey Players had invested in LLCs in which Jowdy was the managing member, and (2) that the
24 Hockey Players had invested with Jowdy “individually.” As a result, the FAC was untruthful,
25 internally inconsistent, and inconsistent with the Hockey Players' earlier pleadings. It also
26 continued to falsely allege that Jowdy had made representations to the Hockey Players about the
27 development of the El Rosario and Cabo properties, without providing a single example of a
28 specific representation that Jowdy made.

1 60. Accordingly, on October 28, 2009, Jowdy filed a demurrer to the FAC on the
2 grounds that the Hockey Players still had not brought their action derivatively and still had not
3 stated an actionable claim against him in his individual capacity. In their opposition, the Hockey
4 Players offered a **third** set of false facts, now claiming that Jowdy was their financial advisor and
5 that they had given him money in that capacity. Plaintiffs also attempted to backpedal on their
6 prior allegations, going so far as to claim that they had never invested in any LLCs.

7 61. At the hearing on November 23, 2009, the Court sustained Jowdy's demurrer to the
8 FAC. The Court ruled that the Hockey Players claims were all derivative and had been
9 improperly pled. The Court further noted that the Hockey Players were judicially estopped from
10 pleading inconsistent facts and that their "stream-of-consciousness" allegations were
11 incomprehensible. The Court therefore dismissed the FAC, but granted the Hockey Players one
12 final chance to amend their claims for breach of fiduciary duty, fraud, intentional
13 misrepresentation and an accounting – providing that the Hockey Players "were able to plead
14 suitable derivative claims and fraud with specificity." The Court also granted Jowdy's anti-
15 SLAPP motion in the *Kenner* action and entered final judgment against Kenner.

16 **The Hockey Players Fail to File a Derivative Complaint and Refuse to Appear for Deposition**

17 62. On December 7, 2009, the Hockey Players filed their Second Amended Complaint
18 ("SAC") against Jowdy. Despite the Court's order that the SAC be brought derivatively or not at
19 all, the Hockey Players failed yet again to state derivative claims against Jowdy. Rather, they pled
20 a **fourth** set of facts: that the Hockey Players had "loaned" their investments to Jowdy, as well as
21 a **fifth** set of facts: that the Hockey Players were "joint venturers" with Jowdy. They also falsely
22 claimed that the brochure and video that had been prepared for the Founders' Offering for the El
23 Rosario project contained representations made by Jowdy – even though the Hockey Players had
24 all signed the Subscription Agreement, and the video and brochure were not prepared for the
25 Hockey Players. While the Hockey Players also made vague allegations about their supposed
26 losses, they conceded that as of 2008, the Cabo property had been valued at \$450 million.

27 63. Accordingly, on January 11, 2010, Jowdy filed a demurrer to the SAC and noticed
28 it for hearing on February 18, 2010. Because the Court had already ruled that the SAC was the

1 Hockey Players' last chance to attempt to bring their claims against him, Jowdy requested that the
2 demurrer to the SAC be sustained in its entirety without leave to amend.

3 64. During the same time period, Jowdy also requested that Richards provide dates on
4 which the Hockey Players could be deposed so that Jowdy could challenge the veracity of their
5 allegations. Despite Jowdy's repeated requests for a deposition schedule, however, Richards and
6 his colleagues refused to provide Jowdy with any dates or locations for the Hockey Players'
7 depositions. Therefore, on December 24, 2009, Jowdy noticed the depositions of the Hockey
8 Players for consecutive dates in Los Angeles beginning on January 12, 2010.

9 65. There was no communication about the depositions until the first Hockey Player
10 failed to appear for his noticed deposition on January 12, 2010. When Richards continued to
11 refuse to produce the Hockey Players for their depositions, Jowdy applied *ex parte* for a
12 deposition schedule.

13 66. During an *ex parte* hearing held on January 25, 2010, the Court ordered that
14 Richards provide dates on which the Hockey Players could come to Los Angeles to be deposed
15 between the date of the proceeding and February 26, 2010. After purportedly speaking with a
16 representative of the Hockey Players, an associate from Richards' office represented that the
17 Hockey Players would appear for their depositions in Los Angeles between February 16, 2010 and
18 February 26, 2010.

19 67. Thus, on January 25, 2010, the Court ordered each of the Hockey Players to appear
20 for deposition in Los Angeles on one of the following dates: February 16, 17, 18, 19, 22, 23, 24,
21 25 or 26, 2010. The Court ordered that the Hockey Players' depositions would take place from
22 9:00 a.m. to 12:00 p.m. or 1:00 p.m. to 4:00 p.m. The Court further ordered that the Hockey
23 Players were to provide Jowdy with a schedule stating which of them would appear on which date
24 and time by no later than February 11, 2010.

The Hockey Players Violate the Court’s Order to Appear for Deposition and Then Voluntarily Dismiss the Lawsuit

27 68. By February 11, 2010, Jowdy had still not received a schedule indicating which
28 Hockey Player would be appearing on which dates and times for their Court-ordered depositions.

1 Jowdy therefore again asked Richards for a deposition schedule. In response, Richards' office
2 represented that the Hockey Players were booking their flights that day, but still did not provide
3 Jowdy with the required deposition schedule. Indeed, Richards' office did not provide Jowdy with
4 a deposition schedule until after the close of business on Friday, February 12, 2010 (a court
5 holiday). At that time, Richards gave no indication whatsoever that the depositions would not go
6 forward as ordered.

7 69. The first deposition was scheduled to occur on the next court day, 9:00 a.m. on
8 February 16, 2010. Despite the Court's order, no Hockey Player appeared to be deposed. Instead,
9 an associate from The Law Offices of Ronald Richards appeared at the deposition to make a
10 record of the non-appearance, but refused to state whether or not the Hockey Players would be
11 appearing for depositions later that week. Although Jowdy made numerous attempts to contact
12 Richards to determine whether any of the other Hockey Players would be appearing for their
13 Court-ordered depositions that week, Richards and his colleagues ignored Jowdy's inquiries.

14 70. It was not until Thursday, February 18, 2010 – the day that Jowdy's demurrer to the
15 SAC had been noticed for hearing – that Jowdy was informed by reading an online news story that
16 Richards had apparently filed a dismissal of the Hockey Players' action earlier that week, and had
17 been representing to the press that the Hockey Players had not appeared for their Court-ordered
18 depositions because the dates conflicted with the 2010 Olympics. This online news story failed to
19 reveal that sixteen of the nineteen players were not competing in the 2010 Olympics and that the
20 dates for their depositions had been selected by Richards' office. It also failed to reveal that less
21 than one week earlier, Richards' office had represented that the Hockey Players would be
22 appearing for their depositions.

23 71. On February 19, 2010, Richards finally served Jowdy with a copy of a voluntary
24 dismissal of the lawsuit that had been stamped "received" by the clerk's office on February 16,
25 2010. That dismissal was later deemed filed as of February 19, 2010.

26 72. As a result of the false and disparaging accusations made in and in furtherance of
27 these lawsuits, Jowdy has suffered significant damages, including but not limited to attorneys'
28 fees, costs of suit, emotional distress, injury to reputation, loss of time, and losses to his

1 businesses. While the Cabo project survived the Lehman Bros. bankruptcy and is poised for
2 success, the baseless claims asserted by Defendants were widely reported and caused significant
3 interference with the projects' future prospects and Jowdy's equity interest in the Cabo property.

4 **FIRST CAUSE OF ACTION**

5 **(Malicious Prosecution Against Berard, Gonchar, Lehtinen, Murray, Norstrom, Stumpel,
6 Woolley, Kenner, Richards, The Law Offices of Ronald Richards and Associates and DOES
7 1-20)**

8 73. Jowdy re-alleges and incorporates by reference each and every allegation contained
9 in paragraphs 1 through 72, inclusive.

10 74. On June 18, 2009, Berard, Gonchar, Lehtinen, Murray, Norstrom, Stumpel,
11 Woolley, Kenner, Richards and The Law Offices of Ronald Richards initiated the *de Vries* and
12 *Nash* actions against Jowdy in the Superior Court of the State of California, Los Angeles County.
13 The *de Vries* and *Nash* actions were later consolidated by the Court. They alleged claims against
14 Jowdy for (1) breach of fiduciary duty, (2) fraud, (3) intentional misrepresentation, (4)
15 constructive trust and appointment of receiver, (5) unjust enrichment and (6) accounting, and
16 sought over \$15 million in damages from Jowdy.

17 75. On or about February 16, 2010, Berard, Gonchar, Lehtinen, Murray, Norstrom,
18 Stumpel, Woolley, Kenner, Richards and The Law Offices of Ronald Richards voluntarily
19 dismissed the consolidated *de Vries* and *Nash* actions against Jowdy.

20 76. Berard, Gonchar, Lehtinen, Murray, Norstrom, Stumpel, Woolley, Kenner,
21 Richards and The Law Offices of Ronald Richards acted without probable cause in bringing the *de*
22 *Vries* and *Nash* actions against Jowdy in that they did not honestly and reasonably believe there
23 were grounds for their claims at the time the actions were filed or as the actions progressed.

24 77. Berard, Gonchar, Lehtinen, Murray, Norstrom, Stumpel, Woolley, Kenner,
25 Richards and The Law Offices of Ronald Richards acted maliciously in bringing the *de Vries* and
26 *Nash* actions against Jowdy in that these actions were brought for the improper purpose of forcing
27 him to give up equity in the El Rosario and Cabo projects and with a desire to annoy and wrong
28 Jowdy.



1 78. Jowdy has suffered actual and consequential damages as a direct and proximate
2 result of Berard, Gonchar, Lehtinen, Murray, Norstrom, Stumpel, Woolley, Kenner, Richards and
3 The Law Offices of Ronald Richards bringing the *de Vries* and *Nash* actions against him,
4 including but not limited to attorneys' fees, costs of suit, emotional distress, injury to reputation,
5 loss of time, and losses to his businesses.

6 79. Jowdy is informed and believes, and on that basis alleges, that Berard, Gonchar,
7 Lehtinen, Murray, Norstrom, Stumpel, Woolley, Kenner, Richards and The Law Offices of
8 Ronald Richards' acts were willful, wanton, malicious and oppressive in that they filed the *de*
9 *Vries and Nash* actions in bad faith to vex, annoy and wrong Jowdy and with a conscious
10 disregard for Jowdy's rights. Their acts therefore warrant the imposition of punitive or exemplary
11 damages under Cal. Civ. Code § 3294.

SECOND CAUSE OF ACTION

(Intentional Interference with Contract Against Kenner, Constantine and DOES 1-20)

14 80. Jowdy re-alleges and incorporates by reference each and every allegation contained
15 in paragraphs 1 through 79, inclusive.

16 81. On or about September 2006, Jowdy entered into a written contract with KAJ
17 Holdings, LLC to hold his interest in DCSL, which, in turn, owns 99% of the Mexican corporation
18 that owns the Cabo property.

19 82. Jowdy is informed and believes, and on that basis alleges, that Kenner committed a
20 series of acts designed to interfere with Jowdy's ability to realize the benefits of his purchase of
21 equity in KAJ Holdings, LLC, including, but not limited to, filing a series of baseless lawsuits and
22 false documents against Jowdy, and inducing his Hockey Player clients to do the same.

23 83. Jowdy is informed and believes, and on that basis alleges, that Constantine also
24 committed a series of acts designed to interfere with Jowdy's ability to realize the benefits of his
25 purchase of equity in KAJ Holdings, LLC, including, but not limited to, making disparaging and
26 false statements to Lehman Bros. and the European bank that later acquired the note on the Cabo
27 property regarding Jowdy's management abilities and conduct.

1 84. Jowdy is informed and believes, and on that basis alleges, that Kenner and
2 Constantine knew of Jowdy's interest in the Cabo property when they committed the foregoing
3 acts of interference.

4 85. Jowdy is informed and believes, and on that basis alleges, that the foregoing acts
5 interfered with Jowdy's contract with KAJ Holdings, LLC, by, among other things, causing a loss
6 in value to Jowdy's equity interest in the Cabo property.

7 86. Jowdy has suffered actual and consequential damages as a direct and proximate
8 result of Kenner and Constantine's intentional interference with his contract with KAJ Holdings,
9 LLC, including but not limited to emotional distress and losses in value to his equity interest in the
10 Cabo Property.

11 87. Jowdy is informed and believes, and on that basis alleges, that Kenner and
12 Constantine's acts were willful, wanton, malicious and oppressive in that they were committed for
13 the purpose of attempting to force Jowdy to transfer some or all of his equity in DCSL and to
14 relinquish control in the real estate projects to them in a conscious disregard for Jowdy's rights.
15 Their acts therefore warrant the imposition of punitive or exemplary damages under Cal. Civ.
16 Code § 3294.

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PRAYER FOR RELIEF

WHEREFORE, Jowdy hereby prays that judgment be awarded in his favor and against all Defendants as follows:

1. For actual and consequential damages according to proof, but in any event no less than \$5 million;
 2. For punitive damages;
 3. For all fees and costs of suit to which he is entitled by law; and
 4. For such other and further relief as the Court deems appropriate and proper.

DATED: April 26, 2010

Respectfully submitted,

CALDWELL LESLIE & PROCTOR, PC
ROBYN C. CROWTHER
MICHAEL D. ROTH
ARWEN R. JOHNSON

By Robyn C. Crowther^{AT}
ROBYN C. CROWTHER
Attorneys for Plaintiff KENNETH A. JOWDY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Robyn C. Crowther, SBN 193840 Michael D. Roth, SBN 217464 CALDWELL LESLIE & PROCTOR, PC 1000 Wilshire Boulevard, Suite 600 Los Angeles, CA 90017 TELEPHONE NO.: (213) 629-9040 FAX NO.: (213) 629-9022		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES APR 27 2010 John A. Clarke/Executive Officer/Clerk By <u>AMBER LAFLEUR-CLAYTON</u> Deputy AMBER LAFLEUR-CLAYTON
ATTORNEY FOR (Name): Plaintiff SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central District CASE NAME: Jowdy v. Berard, et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited <input type="checkbox"/> Limited (Amount demanded exceeds \$25,000) <input type="checkbox"/> (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: BC 43 6632 JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:	Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input checked="" type="checkbox"/> Other contract (37)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
	Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)	Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20)
	Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35)	Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
	Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
 a. Large number of separately represented parties d. Large number of witnesses
 b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): 2

5. This case is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 26, 2010

Robyn C. Crowther, SBN 193840

(TYPE OR PRINT NAME)

► Robyn C. Crowther AJ

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death

Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)

Asbestos Property Damage
Asbestos Personal Injury/
Wrongful Death

Product Liability (not asbestos or toxic/environmental) (24)

Medical Malpractice (45)

Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care

Malpractice

Other PI/PD/WD (23)

Premises Liability (e.g., slip and fall)

Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)

Intentional Infliction of Emotional Distress

Negligent Infliction of Emotional Distress

Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)

Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)

Defamation (e.g., slander, libel) (13)

Fraud (16)

Intellectual Property (19)

Professional Negligence (25)

Legal Malpractice

Other Professional Malpractice (not medical or legal)

Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)

Other Employment (15)

CASE TYPES AND EXAMPLES

Contract

Breach of Contract/Warranty (06)

Breach of Rental/Lease

Contract (not unlawful detainer or wrongful eviction)

Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)

Negligent Breach of Contract/ Warranty

Other Breach of Contract/Warranty

Collections (e.g., money owed, open book accounts) (09)

Collection Case—Seller Plaintiff

Other Promissory Note/Collections Case

Insurance Coverage (not provisionally complex) (18)

Auto Subrogation

Other Coverage

Other Contract (37)

Contractual Fraud

Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)

Wrongful Eviction (33)

Other Real Property (e.g., quiet title) (26)

Writ of Possession of Real Property

Mortgage Foreclosure

Quiet Title

Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

Commercial (31)

Residential (32)

Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Review

Asset Forfeiture (05)

Petition Re: Arbitration Award (11)

Writ of Mandate (02)

Writ—Administrative Mandamus

Writ—Mandamus on Limited Court

Case Matter

Writ—Other Limited Court Case

Review

Other Judicial Review (39)

Review of Health Officer Order

Notice of Appeal—Labor

Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)

Construction Defect (10)

Claims Involving Mass Tort (40)

Securities Litigation (28)

Environmental/Toxic Tort (30)

Insurance Coverage Claims

(arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)

Abstract of Judgment (Out of County)

Confession of Judgment (non-domestic relations)

Sister State Judgment

Administrative Agency Award (not unpaid taxes)

Petition/Certification of Entry of Judgment on Unpaid Taxes

Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)

Other Complaint (not specified above) (42)

Declaratory Relief Only

Injunctive Relief Only (non-harassment)

Mechanics Lien

Other Commercial Complaint

Case (non-tort/non-complex)

Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)

Other Petition (not specified above) (43)

Civil Harassment

Workplace Violence

Elder/Dependent Adult Abuse

Election Contest

Petition for Name Change

Petition for Relief from Late Claim

Other Civil Petition

SHORT TITLE: Jowdy v. Berard, et al.

CASE NUMBER

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 7 HOURS/ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked.

For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (See Column C below)

- | | |
|---|--|
| 1. Class Actions must be filed in the County Courthouse, Central District. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in Central (Other county, or no Bodily Injury/Property Damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office. |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 4.
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.

Non-Personal Injury/Property Damage/
Wrongful Death Tort (Cont'd.)

SHORT TITLE: Jowdy v. Berard, et al.		CASE NUMBER	
	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Employment	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input checked="" type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	(2)(3)
Contract	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Real Property	Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Unlawful Detainer	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input checked="" type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2.(3).5. 1., 2., 3., 8.
Judicial Review	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer - Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer - Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer - Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE: Jowdy v. Berard, et al.		CASE NUMBER	
	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review (Cont'd.)	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ / Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: Jowdy v. Berard, et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE		ADDRESS:
<input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		9255 Doheny Road, Suite 602
CITY: West Hollywood	STATE: CA	ZIP CODE: 90069

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Los Angeles Superior Court courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: April 26, 2010

Robyn C. Crowther AJ

(SIGNATURE OF ATTORNEY/FILING PARTY)
Robyn C. Crowther, SBN 193840

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.